



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
**ELECTRONICS DIVISION**

P.B. No. 2606, Mysore Road, Bangalore - 560 026. INDIA

Phone: 080 26998228 \ 26989044

Fax: 080 26989217 \ Email:bsramesha@bheledn.co.in

**TENDER ENQUIRY FOR TWO YEAR RATE CONTRACT FOR BINDING WORKS**

Ref: EDN:512:2014:RC:BIND:ENQ Dated 3<sup>rd</sup> September 2014

Last Date: 24<sup>th</sup> SEPTEMBER 2014 by 1 p.m.

**IMPORTANT:**

PLEASE NOTE THAT THOUGH THE TENDER ENQUIRY IS HOSTED ON THE WEB SITE, OFFERS WILL HAVE TO BE SENT BY POST / COURIERED OR DELIVERED AND DROPPED AT BHEL, EDN, BANGALORE IN HARD COPY DULY SEALED, AS ALREADY INDICATED.

OFFERS SHOULD NOT BE SENT BY MAIL OR BY SOFT COPY. HARD COPIES SHOULD HAVE BEEN DULY SIGNED BY THE VENDOR.

IF VENDORS WANT TO ATTEND THE TENDER OPENING, THEY MAY DO SO [ONE REPRESENTATIVE FROM ONE VENDOR] BY INFORMING US THE DETAILS OF THE REPRESENTATIVE AND CONFIRMATION FROM US.

IF ANY VENDOR WANTS TO REGISTER FOR THE SUBJECT SERVICES, HE MAY DO SO BY GIVING DETAILS EVEN IF NOT QUOTING FOR THE SAME.

PRICES SHOULD BE LISTED AND SUBMITTED IN THE SAME FORMAT THAT WE HAVE ATTACHED.



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Ref: EDN:512:2014:RC:BIND:ENQ

Dated 3<sup>rd</sup> September 2014

**Sub: Enquiry for submitting offers for Rate contract with respect to Binding Works**

We are proposing to enter into a Rate Contract for binding of documents with respect to various activities related to HRD Activities. You may send your most competitive offers for the work in a **sealed envelop superscribing 'Quotation for Binding Contract'- TENDER Enquiry Ref: EDN:512:2014:RC:BIND:ENQ Dated 3<sup>rd</sup> September 2014.**

The Tender documents are enclosed as follows:

[1] **Annexure I** - Your most competitive price may be indicated in the format enclosed where the estimated quantities are indicated for 2 years period. The rate may be indicated in figures and words alongside.

[2] **Annexure II** – These are terms and conditions related to the work and are to be signed by the vendor and returned along with the offer conveying your acceptance.

[4] **Annexure III** – Declaration by the Vendor on Solvency, acceptance of BHEL EDN Standard Terms of Payment and Performance Certificate.

[3] **Annexure IV** – These are instructions to Bidders / Sellers which will have to be thoroughly gone through by the vendors and to be returned along with the offer by signing as accepted in each sheet at the bottom of the page.



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Your offer as above may be sent to the undersigned on or before **1 p.m. of Wednesday, the 24<sup>th</sup> September 2014** by post or dropped in the tender box kept in the C&PR Department at Reception **[TENDER BOX:HRM]** for the purpose in our premises. Offers received after this time and date will not be considered.

[4] Essential Criteria: [a] Our standard terms of payment are: FORTY-FIVE DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL and non-acceptance of this term shall make your offer liable for rejection. [b] A copy of the Income tax filed copy for the last two years for having a turnover of Rs.2.00 Lakh per annum or a copy of the audited statement [Balance Sheet \ Annual Accounts] for the last two years to be essentially enclosed. [c] Performance Certificate in the format [Annexure III] has to be submitted and if vendor is from outside Bangalore then he should essentially have an office in Bangalore, the address and contact details of which should be indicated in your offer.

[5] **Important: This contract shall be for a period of 2 years and since the price bid should consist of item-wise offered rates, if the vendors are at different levels in each item, then the sigma of the total price and quantities shall be worked out to arrive at Lowest Price [L1] for both the contract.**

The vendor or authorized representative of the vendor can be present with prior intimation during the Tender Opening at 1.30 p.m. on the Tender Opening day at our premises - Tender Opening Room [24.09.2014].

The Terms and conditions as above and in the Annexures should be read by the Vendors carefully , filled, signed and quotations should be sent covering all the points.

Thanking you,

Yours faithfully  
For BHARAT HEAVY ELECTRICALS LIMITED

Kalyana Sundaram G  
Sr. Administrative Officer [HRD]

Encl: Annexures I to IV

**BINDING CONTRACT - OFFER [ANNEXURE I ]**

SLNO	ITEM DESCRIPTION	SIZE	UNIT NOS	ESTIMATED QTY. FOR 2 YEARS FOR NEW CONTRACT	Offer of Vendor PER Unit [in Figures] Rs.	Offer of Vendor per Unit [In Words] Rs.
1	Book binding including stitching with one and half pound cardboard binding with side calico and ivory sheet upto 100-250 sheets	80 column	NOS	800		
2	Book binding including stitching with one and half pound cardboard binding with side calico and ivory sheet upto 100-250 sheets	A4	NOS	800		
3	Book binding including stitching with one and half pound cardboard binding with side calico and ivory sheet upto 251-500 sheets	132 column	NOS	500		
4	Book binding including stitching with one and half pound cardboard binding with side calio and ivory sheet upto 251-500 sheets	80 column	NOS	1500		
5	Book binding including stitching with one and half pound cardboard binding with side calio and ivory sheet upto 100-250 sheets	A3	NOS	500		
6	Book binding including stitching with one and half pound cardboard binding with side calico and ivory sheet upto 251-500 sheets	A4	NOS	2000		
7	Spiral binding with two plastic sheets and spiral A4 size upto 50 sheets	A4	NOS	6000		

8	Spiral binding with two plastic sheets and spiral A4 size upto 51-100 sheets	A4	NOS	500		
9	Spiral binding with two plastic sheets and spiral A4 size upto 101-150 sheets	A4	NOS	500		
10	Spiral binding with two plastic sheets and spiral A4 size upto 151-200 sheets	A4	NOS	500		
11	Only stitching of any size		NOS	2000		
12	Binding \ Lamination 6cm x 9 cm	20cm x 7 cm	Nos.	2500		
13	Binding \ Lamination A4	210x295cm	Nos.	6000		
13	Binding \ Lamination	20cmx15cm	Nos.	1500		

SIGNATURE OF VENDOR WITH SEAL

DATED:

WORK RELATED TERMS AND CONDITIONS FOR **BINDING CONTRACT**

Sl. No.	Terms and Conditions
01	The contract shall be for a period of TWO years from the date of award of contract.
02	The rates quoted, accepted and awarded shall be firm till the closure of the contract.
03	The vendor shall set up the necessary facilities and store the required stationary at his cost for binding and laminating at BHEL EDN Premises at an identified place within a week from the date of award of the contract. The vendor shall visit BHEL EDN thrice a week regularly and take the Binding jobs from HRD Department and shall deliver the same to HRD as indicated.
04	In addition to the regular visits, in case of urgent requirements, HRD shall call the vendor at short notice for taking up the work.
05	Vendor shall collect the materials to be bound from the office at BHEL EDN and shall return the same after binding with the facilities set up as indicated in para-3 above.
06	Before completing the binding works in each case, the vendor shall obtain a duly signed request from the Departments and obtain acknowledgement after the work is completed.
07	The work should be of good quality materials and acceptable workmanship and in case it is observed that the binding work is not satisfactory, the same must be made good by the vendor at NO EXTRA COST by the vendor.
08	Payment shall be made within FORTY-FIVE DAYS from the date of Invoice after acceptance of materials.
09	The contract shall be terminated by BHEL EDN in case the Binding work is not satisfactory or inconsistent in completing the job within the stipulated time.
10	The documents to be given by BHEL EDN shall be used by the Vendor only for the purpose of Binding only and return to BHEL EDN which shall not be used for any other purpose.
11	The vendor shall always comply with the terms and conditions of the contract.

## **Annexure III**

### **Declaration by Vendor**

**This is to certify that I have read and accepted the standard terms and conditions of my contract with BHEL, Electronics Division, Bangalore as informed in the enquiry to which I have submitted this offer.**

**I also certify that I am solvent in my financial performance and enclosed my Income Tax Returns copy / Audited copy of my Annual Report.**

**I have also enclosed a performance certificate with respect to my work in one of the organizations where we are associated with similar work.**

**Place:**

**Signature of the Vendor with Seal**

**Dated:**

## **ANNEXURE - IV**

### **GENERAL CONDITIONS OF CONTRACT \ PURCHASE [AS APPLICABLE]**

#### **1. Applicable Conditions :-**

These General Conditions of Contract for Purchase (GCP) \ Rate Contract apply to all enquiries, tenders, requests for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited, Electronics Division (hereinafter referred to as "BHEL" or the Purchaser). Any deviations from or additions to these 'General Conditions of Contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to the Contract. Acceptance or receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the Seller have been accepted by the Purchaser. Purchase orders, Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing.

#### **2. Definitions :-**

Throughout these conditions and in the specifications, the following terms shall have the meanings as assigned hereunder, unless the subject matter or the context requires otherwise.

a. **'Purchaser'** means Bharat Heavy Electricals Limited (a Central Public Sector Enterprise) incorporated under the Companies Act, 1956 having its registered office at BHEL House, Siri Fort, New Delhi-110049, India acting through its Unit Electronics Division at Bangalore and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.

b. **'Seller'** means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the seller's successors, permitted assigns, representatives, heirs, executors and administrators, as the case may be. It may also be referred to as Contractor, Supplier or Vendor.

c. **'Contract'** shall mean and include the Purchase Order (also referred to as the "Order" or 'PO'), letter of intent(LOI) / letter of acceptance or award(LOA) along with tender / offer / bid submitted by the Seller, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection / Quality Plan, Schedule of Prices and Quantities,

Drawings, if any enclosed or to be provided and the samples or patterns if any to be provided under the provisions of the Contract, by the Purchaser or his representative. Any conditions or terms stipulated by the tenderer / bidder in the tender / offer / bid or subsequent letters shall not form part of the Contract unless specifically accepted in writing by the Purchaser.

d. **'Parties to the Contract'** shall mean the Seller and the Purchaser and Party shall mean either the Seller or the Purchaser.

### **3. Order of Precedence:-**

In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI / LOA, specific agreement, Special Conditions of Contract and General Conditions of Contract for commercial conditions; and specific agreement on technical conditions, Special Technical Conditions and General Technical conditions, RFQ / Offer.

### **4. Interpretation :-**

In the contract, except where the context requires otherwise:-

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and words indicating the plural also include the singular;
- c. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- d. "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

### **5. Ordering and Confirmation of Order :-**

The Seller shall send the acceptance of the LOI / Purchase Order within two weeks or such other period as specified/agreed by BHEL from the date of LOI / Purchase Order. Purchaser reserves the right to revoke the order placed if the order acceptance differs from the original order placed. Purchaser shall only be bound after it has agreed explicitly in writing to be in agreement with the deviations. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase order will be deemed to have been accepted by the Seller, if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

### **6. Execution :-**

The Seller shall execute the whole contract in the most approved, substantial and workman like manner as per the contracted terms. The Seller shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

#### **7. Non-disclosure and Information Obligations :-**

The Seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Seller shall not reveal any confidential information (including price) in relation to the contract in general and those which it may acquire from the purchaser during the course of execution of the contract in particular, to its own employees not involved with the tender / Contract & its execution and delivery or to third parties, or make use of such information pertaining to any data, designs, drawings, specifications and other information furnished to it by the Purchaser, unless Seller seeks a permission to do so from the Purchaser and the Purchaser has agreed to this in writing beforehand. The Seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

#### **8. Intellectual Property Rights; Licenses :-**

If any patent design, trade mark, copyright, trade secret or any other intellectual property rights apply to the products / goods supplied, or delivery or accompanying documentation, Purchaser or its Customer shall be entitled to the legal use thereof free of charges by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license as duly granted by the owner or licensor of such right. All intellectual property rights that arise or developed during or due to the execution of the contract or delivery of the goods by the Seller and by its employees or third parties involved by the Seller for performance of the Contract belong to Purchaser. The Seller is obliged under the contract to do everything necessary to obtain or establish the above mentioned rights in favor of Purchaser. The Seller guarantees that the execution of the contract including goods and its delivery does not infringe any of the intellectual property rights of third parties. The Seller shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of such (alleged) claims by third parties, if any. The Seller agrees to indemnify, defend, and hold harmless Purchaser, its officers, employees, agents, representatives, successors, assigns, or any of the Purchaser's customers buying or using the goods or services, against any actual or alleged infringement of such intellectual property interests or claims by third parties in this regard and shall reimburse Purchaser for any liabilities, damages, penalties, injuries, claims, demands, actions, costs and expenses (including, without limitation, reasonable legal and other professional fees and expenses) suffered as a result thereof.

## **9. Quality and Condition of the Delivery :-**

The Seller shall guarantee that the delivery:-

- a. Is of good quality and free from defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used;
- b. corresponds exactly with the provisions of the Contract, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of the delivery;
- c. is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications or the Contract;
- d. Complies with legal requirements applicable in India and other (international) Government regulations, as applicable.
- e. Complies with the customary norms and standards in the relevant branch of trade or industry.

The Seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to its products, packaging, and raw and ancillary materials.

## **10. Packaging and Dispatch :-**

The seller shall package the deliverables safely and carefully and pack them suitably in all respects.

## **11. Delivery :-**

Delivery shall be as per Purchase Order delivery terms. The delivery date(s) or delivery period(s) as stipulated in the Contract shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.

## **12. Assignment of Rights & Obligations; Subcontracting:**

Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.

**13. Transfer of Ownership, title and Risk :-**

The risk for the delivery remains with the Seller until the goods are delivered at the agreed place and acknowledged by the Purchaser/his authorized representative.

**14. Price, Invoicing and Payment :-**

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the Seller and Purchaser. Further, Seller shall indemnify and hold harmless Purchaser from all claims and liabilities, damages, penalties, injuries, claims, demands, actions, costs and expenses (including, without limitation, reasonable legal and other professional fees and expenses) arising from Seller's failure to report or pay any taxes, tariffs or duties for which Seller is responsible. The method of invoicing shall be without prejudice to the parties' agreement as to the place of performance.

**15. Contract Variations; Increase or Decrease in the Scope of Supply :-**

The purchaser may vary the contracted quantities during execution, due to exigencies of requirements with mutual consent of the seller.

**16. Shortages / Replacements :-**

In the event of shortage on receipt of goods and / or on opening of packages at BHEL, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost.

**17. Transit Damages :-**

In the event of receipt of goods in damaged condition or having found them so upon opening of packages at BHEL Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.

**18. Rejection / Replacement :-**

The Seller shall arrange replacement / repair under its obligation under the contract within two weeks from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the Seller and replaced on DDP (Delivered duty Paid)/ FOR - BHEL Stores / designated

destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take appropriate action including disposal of rejections and replacements, at the cost and risk of the Seller. In case defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor works, the Seller shall be responsible for replacement / repair of the goods as required by the Purchaser at Seller's cost.

#### **19. Cancellation / Termination of Contract and Risk Purchase :-**

Purchaser shall have the right to completely or partially terminate the Contract by means of written notice to that effect without prejudicing its other rights and remedies, in an event of default by the Seller :-

##### **Events of default :-**

- (i) The Seller fails to perform within the time specified in the Contract or any extension thereof;
- (ii) The Seller defaults on one or more of the obligations or program of work as contained in the Contract.
- (iii) The Seller is declared bankrupt or insolvent or is ordered to be wound up, its business has been shut down or liquidated, a substantial part of its assets have been attached, or the business has been transferred to a third party. In case of partnership firm any dissolution of partnership shall be also considered as an event of default.
- (iv) Any misrepresentation or hiding of material fact if detected at a later stage
- (v) The delivery is rejected after inspection or re-inspection.
- (vi) Export license not granted to Seller by the concerned Government.
- (vii) Incapacity of seller for any other reason to deliver or perform the contract.

BHEL shall have the right to cancel / foreclose the Order / Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business. In the event of termination, the risk and liability attached to the items already delivered but not of use to Purchaser, as determined by Purchaser, remains with the Seller.

Such items shall then be at the Seller's disposal and they are to be collected or removed by the Seller. The Seller shall immediately refund any payments in respect of such items if already made by the Purchaser before the termination, and in any case not later than 30 days.

b. In the event of termination due to reasons or defaults by the Seller, the Purchaser may at his option procure from any source, on such terms and in such manner as he deems appropriate, goods not delivered or others of similar description where goods exactly complying are not readily procurable, in the opinion of the Purchaser, which opinion shall be final, at the risk and cost of the Seller and the Seller shall be liable to the Purchaser for any risks and excess cost. The cost of purchases made by the Purchaser at the risk and cost of the Seller shall be worked out after loading 10% overhead / handling charges on the cost of materials and related services procured from alternate source / s.

Provided, however, that the Seller shall continue the performance of the Contract to the extent not cancelled or terminated under the provisions of this clause. The Seller shall on no account be entitled to any gain on such purchases by the Purchaser.

c. Termination of the Contract, from whatever cause arising, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.

#### **20. Indemnification :-**

Vendor is fully responsible for ensuring that all legal compliances and safety guidelines are followed in course of the contract. Notwithstanding any other clause herein to the contrary, the Seller shall indemnify, hold and save harmless, and defend, at its own expense, the Purchaser, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Seller, or the Seller's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of employee's compensation and products liability. The obligations under this clause do not lapse upon termination of this Contract.

#### **21. Non-waiver of Defaults :-**

If any individual provision of the Contract is invalid, the other provisions shall not be affected.

The failure of Purchaser,

a. To enforce any of the terms and conditions of the Contract.

Or

b. To exercise any right or privilege granted to Purchaser.

Under the Contract or under law shall not release the Seller from any of the warranties or obligations under the Contract

and shall not be construed as a waiver thereof and the same shall continue in full force and effect.

#### **22. Limitation of Liability :-**

Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or willful misconduct. The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

#### **23. Settlement of Disputes :-**

Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of

supplies / work / services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply / work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).

#### **24. Arbitration Clause :-**

In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Unit head of Electronics division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt / had to deal with any matter relating to this Contract. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.

a. The cost of Arbitration shall be borne equally by the parties.

b. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the Seller shall proceed with and continue without hindrance the performance of the work under the Contract with due diligence and expedition in a professional manner.

#### **25. Applicable Laws and Jurisdiction of Courts :-**

The Contract shall be governed by the substantive laws of India. This contract shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of courts in Bangalore, Karnataka State, India.

#### **26. General Terms:**

That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents. That the headings used in this agreement are for convenience of reference only. That all notices etc., to be given under the Purchase order shall be in writing,

type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.